



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 04, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 June 4, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENTS TO CONTRACT NOS. 77018 AND 77019 FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
IN THE UNINCORPORATED COUNTY AREAS OF
WALNUT PARK, BALDWIN HILLS, DEL AIRE, LENNOX, AND WINDSOR HILLS
(SUPERVISORIAL DISTRICTS 1 AND 2)
(3 VOTES)**

SUBJECT

This action is to amend two contracts for graffiti removal services in the zero-tolerance zones within the unincorporated County areas of Baldwin Hills, Del Aire, Lennox, Walnut Park, and Windsor Hills to extend Contracts Nos. 77018 and 77019 for 12 months in order to support Public Works' efforts in consolidation of various graffiti removal contracts within Supervisorial Districts 1 and 2.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County employees.
3. Approve amending Contract Nos. 77018 and 77019 with Superior Property Services, Inc., for graffiti removal services to extend these contracts for 12 months starting July 1, 2014, at a monthly amount of \$5,123 and at an aggregate amount up to \$61,476 for Zone 1G - Walnut Park; and at a monthly amount of \$7,360 and at an aggregate amount up to \$88,320 for Zone 2E – Baldwin Hills, Del Aire, Lennox, and Windsor Hills, respectively.

4. Authorize the Director of Public Works or her designee to annually increase these contracts amount up to an additional 10 percent of the annual contracts sum for unforeseen, additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to extend these contracts for 12 months commencing July 1, 2014. These amendments are necessary to provide continuation of these services, and will support the Department of Public Works' plan to consolidate various graffiti removal contracts within Supervisorial Districts 1 and 2.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The current contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will continue to support Public Works in meeting the goals.

FISCAL IMPACT/FINANCING

The requested aggregate total amount of \$61,476 for Zone 1G and the aggregate total amount of \$88,320 for Zone 2E are for the 12-month period plus an additional 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required.

Funding for these additional services, including an additional 10 percent funding for contingencies, is included in the recommended Fiscal Year 2014-15 Public Works General Fund, Road Fund, and Special Road Districts Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 16, 2009, Agenda Item 43, the Board approved Contract Nos. 77018 and 77019 for an initial one-year period with four 1-year renewal options for a total contract period of five years commencing on July 1, 2009, in the annual contract amount of \$52,776 for Zone 1G – Walnut Park; and in the annual contract amount of \$81,720 for Zone 2E – Baldwin Hills, Del Aire, Lennox, and Windsor Hills with Superior Property Services, Inc., located in Pico Rivera, California.

Amendment 1 to Contract No. 77018 was enacted on September 1, 2009, to include additional services of photography of all graffiti vandalism by the contractor for submission to Graffiti Tracker, Inc., for analysis; and Amendment 1 to Contract No. 77019 was enacted on November 17, 2009, to expand graffiti removal services to the County unincorporated areas of La Rambla from Meyler Street to South Harbor View and from 1st Street to 7th Street.

Amendment 2 for Contract No. 77018 was enacted on February 18, 2010, to continue additional services as amended in Amendment 1; and Amendment 1 to Contract No. 77019 was enacted on February 1, 2011, to include additional graffiti removal services to the County unincorporated areas of Academy Hill, Cerritos, Long Beach, Marina Del Rey, South Coast Botanic Garden, and Westfield.

Commencing on July 1, 2014, the amendments will extend the contracts for 12 months and will supplement the contracts in order for Public Works to conform with the contracts consolidation plan. Public Works intends to resolicit these contracts along with other graffiti contracts within their

respective Supervisorial Districts 1 and 2. These contracts are currently in their fourth and final optional year. All terms, conditions, requirements, prices, and specifications of these two contracts will remain unchanged.

Amendments 3 to both contracts, which are substantially reflected in the enclosed form (Enclosures A and B), will continue the contracts' current terms, specifications, and conditions. The Director of Public Works or her designee will execute these amendments in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor will continue to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these proposed contracts, as County employees can perform these contracted services. The contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services continue to be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the two amendments will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

6/4/2014

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly legible.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

AMENDMENT 3 TO CONTRACT NO. 77018

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1G
WALNUT PARK

THIS AMENDMENT, made and entered into this ____ day of _____, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77018 was entered into between the COUNTY and the CONTRACTOR, on June 16, 2009, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 1G - Walnut Park for a period of one year commencing on July 1, 2009, with four 1-year renewal options; and

WHEREAS, on September 1, 2009, this Contract was amended to include photography of all graffiti vandalism (tags) in the Zone 1G area of Walnut Park by the CONTRACTOR for submission to Graffiti Tracker, Inc., for analysis, commencing on September 1, 2009, and continuing until February 28, 2010. The Contract's annual amount was increased from \$52,776 to \$57,126; and

WHEREAS, on February 18, 2010, this contract was amended to continue photography of all graffiti vandalism (tags) in the Zone 1G areas of Walnut Park by the CONTRACTOR for submission to Graffiti Tracker, Inc., after March 1, 2010. The Contract's annual amount was increased from \$52,776 to \$61,476; and

WHEREAS, the County has exercised all renewal options and the contract is currently in its final option year; and

WHEREAS, the COUNTY desires to extend the contract for an additional 12 months, at a total amount not to exceed \$61,476 for Zone 1G, in order for Public Works to conform with the contracts consolidation plan; and

WHEREAS, the CONTRACTOR is willing to continue to provide these services, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT.

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NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 77018 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract commencing on July 1, 2014, for a period of 12 months, extending the current contract term through June 30, 2015. The rates specified in Form PW-2 (Schedule of Prices) apply to this Contract extension shall remain unchanged.

SECOND: This Contract's amount for the maximum 12-month period for Zero-Tolerance Graffiti Abatement Services Zone 1G – Walnut Park, at an aggregate total amount of \$61,476 for 12-month period or at a monthly amount of \$5,123, or such greater sum as the Board may approve.

THIRD: No cost-of-living adjustments shall be granted for the extended term of the Contract.

FOURTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

AMENDMENT 3 TO CONTRACT NO. 77019

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 2E
BALDWIN HILLS/DEL AIRE/LENNOX/WINDSOR HILLS

THIS AMENDMENT, made and entered into this ____ day of _____, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and UPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77019 was entered into between the COUNTY and the CONTRACTOR, on June 16, 2009, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services Zone 2E – Baldwin Hills, Del Aire, Lennox, and Windsor Hills for a period of one year commencing on July 1, 2009, with four 1-year renewal options; and

WHEREAS, on November, 17, 2009, this Contract was amended to include graffiti removal services to the area of La Rambla from Meyler Street to South Harbor View and from 1st Street to 7th Street. The Contract's annual amount was increased from \$81,720 to \$84,720; and

WHEREAS, the County has exercised all renewal options and the contract is currently in its final option year; and

WHEREAS, the COUNTY desires to extend the contract for an additional 12 months, at a total amount not to exceed \$88,320 for Zone 2E, in order for Public Works to conform with the contracts consolidation plan; and

WHEREAS, the CONTRACTOR is willing to continue to provide these services, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 77019 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract commencing on July 1, 2014, for a period of 12 months, extending the current contract term through June 30, 2015. The rates specified in Form PW-2 (Schedule of Prices) apply to this Contract extension shall remain unchanged.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name